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ABSTRACT

This is a negotiated agreement between the Macomb College Association of Administrative Personnel (MCAAP) and the Board of Trustees of Macomb County Community College (Michigan). The MCAAP includes the chief executives of each campus, the business managers, deans, department chairmen, and the directors of registration, counseling, and other support services. The policies and procedures set forth here are to be considered a part of each administrator's contract and will remain in effect until June 30, 1977. The articles of this agreement establish conditions of employment; conditions for changing administrative organization; for filling vacancies; for renewal or non-renewal of administrative contracts; for determining academic rank and salary; for assignment to faculty status; for determining administrative duties and responsibilities; for evaluating administrators; for administrators expressing themselves as citizens disassociated from the colleges; for establishing an administrative service committee to clarify the intent of these articles; for determining levels of compensation; and for deciding if a leave of absence is compensable or non-compensable. It also lists fringe benefits and procedures for seniority and layoff, and details the due process procedure. (DC)

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ED104450

Policies and Procedures

for

Administrative Personnel

1974 - 1977

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PREAMBLE

The Policies and Procedures for Administrators hereinafter set forth have been developed by consultation and negotiation with Macomb College Association of Administrative Personnel elected by the administrators of Macomb County Community College. Such committee represents that they are the representatives of all of the administrators. The policies and procedures contained herein shall be binding upon the administrators and the Board of Trustees of Macomb County Community College.

It is further agreed that these policies and procedures shall remain in effect until June 30, 1977, that the annual review of these policies and procedures shall commence by February 1, 1977, that the deadline for submission to the Board for action shall be the regularly scheduled April, 1977 meeting; that the policies and procedures shall not be changed or altered during such period of time except by the mutual agreement of the Board of Trustees and the Macomb College Association of Administrative Personnel.

It is further agreed that the practice of having individual agreements with administrators shall be continued; however, the policies and procedures contained herein shall be a part of each administrator's contract as though set forth at length in each individual agreement. The Board shall make no changes in hours, wages, or working conditions of administrators incorporated in these policies and procedures except after good faith negotiation and agreement between the Board and the MCAAP.

Whenever disputes arise as to the interpretation, application, or alleged violation of any of these policies and procedures as applied to any administrator, such disputes shall be handled in accordance with the provisions contained in the Due Process Procedure hereof.

It is acknowledged that each reference to the Board of Trustees' approval in these policies and procedures presupposes that action has been taken through the established administrative process. Communication between the Board of Trustees and/or its representatives and the MCAAP shall be routed through the Chairman of the MCAAP or his designee.

The provisions of this agreement shall be applied without discrimination with respect to race, religion, color, national origin, age, sex, marital status, or membership in the MCAAP, and shall be applied in a manner which is not arbitrary, capricious, or discriminatory.

ARTICLE I MEMBERSHIP

The policies and procedures herein contained shall cover all administrators working at any installation of Macomb County Community College and include all employees holding the title of and performing the work as contained in Appendix B of this Agreement. All other employees of tne College are hereby excluded from such policies and procedures.

ARTICLE II CONDITIONS OF EMPLOYMENT

A. All positions shall be filled without discrimination as to sex, race, color, age, religion, country of origin or ancestry, political beliefs, marital status or membership or participation in, or association with the activities of any professional organization.

The College shall prepare, publish, and distribute all notices of administrative vacancies. A sufficient time shall be provided between posting and filling of vacancies so that all interested parties may file application.

Procedure:

All notices of vacancy shall be published at least thirty (30) days prior to the filling of the position, except as indicated below.

Distribution shall be made internally to each college administrator and externally to appropriate sources of qualified applicants.

In the event a vacancy must be filled in less than thirty (30) days waiver of that time requirement shall require the agreement of the MCAAP upon five (5) days' notice.

In the event a vacancy is not filled the MCAAP may request rationale for such action from the President. Such rationale shall include a statement of the disposition of the functions previously performed by that position.

B. Filling of administrative vacancies shall require participation by administrators.

Whenever an administrative position of less than cabinet level is available, the President and the supervisor of the vacant administrative position shall appoint a committee composed of administrators from no less than three grade levels to review applications, interview candidates, and recommend appointees for the vacancy. Such recommendations shall include a priority list of preferred applicants with supporting rationale as well as a recommendation of administrative grade level and salary placement.

The committee recommendations shall be transmitted in writing to the immediate supervisor five (5) working days after completion of review of all applicants. If the recommendations of the committee is rejected,

ARTICLE II CONDITIONS OF EMPLOYMENT (Concluded)

B. (Concluded)

the President or his designee shall discuss the reasons for its rejection with the committee prior to official Board of Trustees' action. Such reasons shall be forwarded to the MCAAP in writing following such conference and shall include a list of preferred applicants with supporting rationale. When a selection committee is formed to review applications, interview candidates, and recommend appointees for vacancies at the cabinet level or for the Office of the President, the MCAAP shall be invited to name a representative to that committee. It is understood that the use of such selection committee is optional on the part of the Board of Trustees.

ARTICLE III CHANGES IN ORGANIZATION

A. Whenever the President determines that it is in the best interest of the College to eliminate, redefine, reclassify, or create any administrative position, or to effect other organizational changes in the administrative structure, he must inform the MCAAP in writing. This written notification must include:

1. The specific change(s) being recommended.

2. Rationale supporting the changes.

3. Related job descriptions and grade level recommendations.

4. Implementation dates or timelines.

5. Where position elimination is recommended, a description of where the duties previously performed will be assigned.

The MCAAP will be given ten (10) working days to respond. If the reaction of the MCAAP is rejected, the President or his designee will discuss the reasons for rejection with the MCAAP prior to official Board action. Such reasons will be forwarded to the MCAAP in writing after the conference. In any case, the reactions of the MCAAP will be forwarded to the Board along with the recommendation of the President.

B. An administrator displaced by position elimination shall suffer no loss in pay or employment without first being offered any existing vacant administrative position of equivalent grade and pay for which he is qualified; second, being offered any existing vacant administrative position of lesser grade without loss of pay for which he is qualified: or thirdly, being given preference in the filling of a vacancy in another employee group for which he is qualified.

C. No individual shall suffer loss of pay or employment as an administrator during the term of his individual contract except as provided in Article IV.

ARTICLE III CHANGES IN ORGANIZATION (Concluded)

D. The College must notify an administrator at least 120 days in advance of the expiration of his contract of its intent to eliminate the position he holds.

E. The MCAAP may make recommendations to the President concerning the elimination, redefinition, or reclassification of any existing administrative positions or the proposed creation of any new administrative positions.

ARTICLE IV VACANCIES

A vacancy shall be determined to exist when an administrative position is unfilled due to the following causes:

A. Resignation

The Board of Trustees may accept resignations upon recommendation of the President.

Procedure:

An administrator shall initiate his request in writing to the President and submit it through his immediate supervisor (with a copy to the Director of Personnel) no less than thirty (30) days from the effective date.

B. Dismissal

The Board agrees that an administrator shall not be preemptorily discharged. An administrator may be discharged during the life of his individual contract for reasonable and adequate cause.

In all instances in which the President may conclude that an Administrator's performance or conduct may justify discharge, he shall be first suspended. A written notification of suspension with a complete statement of the charges pertaining to the suspension shall be given to the administrator no later than the day preceeding the first day of suspension. Such suspension shall be for not more than five (5) working days. During this period of initial suspension the administrator may resign or request a hearing before his immediate supervisor, the President, and a member of the MCAAP. At the hearing the administrator may bring in his own counsel. At the conclusion of this hearing, the administrator may elect the option to resign without further proceedings. The President shall render his decision to reject or support the discharge within forty-eight (48) hours following the close of said hearing. If his decision is to support the discharge, his recommendation will be forwarded to the Board of Trustees and the suspended administrator. A dispute involving the decision above may be processed at Step C of the Due Process Procedure. When the decision of the President does not support discharge, the administrator shall be reinstated with no loss of pay or benefits, if withheld, for the period of suspension and hearing, and no record of such charges or proceedings will be made part of the administrator's personnel file.

ARTICLE IV VACANCIES (Continued)

C. Retirement

An administrator may be retired upon reaching the age of 65, consistent with Board policy.

D. Death of the Administrator holding the position.

E. Professional Growth Leave

An administrative position shall be deemed to be vacant if the administrator who previously held such position has been granted a professional growth leave without a condition of return to his previous position by the Board of Trustees.

F. Leave of Absence

1. An administrative position may be deemed to be vacant as the result of an award of any leave of absence which exceeds ninety (90) days, providing that no conditions of return to the previously held position shall have been made in the award of the leave of absence.

2. An administrator may request a medical leave of absence for medical reasons. Such request for a leave of absence shall be in writing and must be approved by the President. Ordinarily, such medical leaves of absence will be for a period of ninety (90) days, but may be extended for good medical reason for long periods of time. An administrator who has gone on a medical leave of absence of less than one year's duration, shall be entitled to return to the job which he left at the commencement of such medical leave, providing such job is then available and further providing that the employee can perform the job. Such jobs, if filled, will be filled on a temporary basis subject to the employee's return from medical leave of absence. If the medical leave of absence exceeds one year, the employee may return to the position he left providing the position has not been filled. If the position has been filled, such employee will be returned to any available position on the administrative staff that is vacant, providing he can perform that position in a satisfactory manner. He will accept that position if it is below his former rate of pay at the maximum rate of pay for that position. If the rate of pay of the position exceeds his former rate of pay, he will accept the new position on the basis of the appropriate rate of pay. If no position is vacant or available, the returning administrator will be considered as an administrator at large and may be used to fill temporary openings, providing he can perform the work available satisfactorily and at the rate of pay specified for such open positions.

The Board may require a statement from a physician selected by the Board attesting to the Administrator's physical condition.

G. New Positions created in accordance with policy.

ARTICLE IV VACANCIES (Concluded)

H. Non-Renewal of Contract

An administrative position may be deemed to be vacant under the conditions of Article V, A., C.

ARTICLE V CONTRACTS

A. Each administrator will be issued an individual contract for the period of July 1 (or effective date of hire), to June 30. Such contracts shall include annual salary in dollars, administrative grade level, job title, position location, and a statement that these policies and procedures are specifically made a part of that contract. In addition it shall include faculty rank and salary.

Recommendations for renewal or non-renewal of administrative contracts shall be presented by the President at the regular April meeting of the Board of Trustees. In the event an administrator is not to be recommended for renewal of an administrative contract, he shall be notified in writing at least thirty (30) days prior to the regular April meeting of the Board of Trustees provided that:

1. The evaluative procedure outlined in Article IX has been followed.
2. The administrator shall receive prompt verbal notification at the time it is determined that his performance is unsatisfactory. He shall be given a detailed explanation of the basis of such determination and advised specifically of the areas requiring improvement.
3. If the unsatisfactory performance referred to in paragraph 1 above has not been corrected within a reasonable period of time, the administrator shall be given a written notice of intention to officially rate him unsatisfactory together with the detailed basis for such action.
4. If the unsatisfactory performance referred to in paragraph 2 above has not been corrected within a reasonable period of time, the administrator may be then rated unsatisfactory and notified of the non-renewal of his contract. A dispute involving an unsatisfactory rating or notification to an administrator of non-renewal of contract may be processed at Step C of the Due Process Procedure.

Administrators recommended to the Board for a renewal of an administrative contract shall be notified in writing of the resulting Board action within ten (10) working days of the April Board meeting.

An administrator offered a renewal of contract shall notify his immediate supervisor if he intends to accept the contract, and return the signed contract to the Personnel Director at least ten (10) calendar days prior to the regular May meeting of the Board of Trustees. A request for written clarification of an individual contract shall be directed to the Director of Personnel.

B. An administrator whose contract is not renewed shall be afforded the opportunity to apply for assignment to faculty status if he holds academic rank or to other employee status, subject to the provisions of Article VII.

ARTICLE V CONTRACTS (Concluded)

C. In the event that an administrator fails to comply with the required notification of intent, the administrative position may be declared vacant.

ARTICLE VI ACADEMIC RANK AND SALARY

Administrators shall be granted academic rank and salary at time of hire provided they possess the minimum qualifications required for such rank and salary as prescribed by the 1972-74 MCCCFO-Board of Trustees Agreement.

Procedure:

An administrator who has previously held academic rank and salary at MCCC shall continue to hold such rank and salary. The faculty salary and rank for an administrator shall be the salary and rank the individual would be assigned had he remained on or been orginally assigned to faculty status.

An instructional supervisor, hired after September 1, 1970, shall be granted academic rank and salary based upon the recommendation of the area faculty hiring committee. All other administrators, hired after September 1, 1970, shall be granted academic rank and salary according to procedures outlined in the 1972-74 MCCCFO-Board of Trustees Agreement.

ARTICLE VII ASSIGNMENT TO FACULTY STATUS

A. An administrator shall be granted assignment to faculty status upon recommendation of the President and the approval of the Board of Trustees.

Procedure:

An administrator shall initiate his request for faculty assignment in writing through his immediate supervisor by April 15th or December 15th of each year. If a vacancy occurs subsequent to these dates, an administrator shall be afforded the opportunity to apply for the position.

B. Continuing contracts apply only to faculty status. An administrator previously granted a continuing contract as a teacher at Macomb County Community College shall retain such status. An administrator shall be granted continuing contract as a teacher upon recommendation of the President and the approval of the Board of Trustees.

Procedure:

An administrator who has not held a continuing contract as a teacher at Macomb County Community College may be recommended for a continuing contract by the immediate supervisor of the discipline in which he has had teaching experience.

C. It is the intent of the College to provide administrators who are qualified and have requested assignment to faculty status to be so assigned providing the activities of the cost centers demonstrate that the added position does not overstaff the area when compared to the need

ARTICLE VII ASSIGNMENT TO FACULTY STATUS (Concluded)

C. (Concluded)

for part-time and extra-contractual activities. The part-time and extra-contractual activities of previous, current, and next academic year shall determine the existence of a vacancy.

ARTICLE VIII DUTIES AND RESPONSIBILITIES

A. Duty Hours

Administrators will observe reasonable duty hours.

Procedure:

Normal duty hours will be determined by the individual administrator subject to the approval of his immediate supervisor.

B. Job Description

An official job description shall be established for each administrative position. Change(s) in any previously established job description shall be deemed redefinition of the respective position and as such is (are) subject to the provisions of Article III, A.

Procedure:

Each job description shall include: (1) administrative title that accurately reflects the level of responsibilities and duties of the position; (2) specific areas of responsibility in detail; (3) relationship to immediate supervisor and other appropriate administrators.

The Personnel Director shall be responsible for the format of job descriptions.

The Campus Dean shall be responsible for the preparation of their respective campus administrative job descriptions and the President for District staff administrative job descriptions.

ARTICLE IX EVALUATION

A. Evaluation shall be a continuous process and shall include as a minimum an annual written-oral evaluation of each administrator by his immediate supervisor for the purpose of professional improvement.

Procedure:

Each administrator shall have the opportunity to read and discuss his evaluation with his immediate supervisor prior to the submission of the evaluation to the next higher line officer. Such discussion shall be termed the evaluation interview.

The evaluation interview shall be scheduled in advance by agreement between the two principals.

ARTICLE IX EVALUATION (Concluded)

Procedure: (Concluded)

At the termination of the evaluation interview both principals shall sign the written evaluation document. The evaluee's signature shall denote only that the evaluation was conducted according to procedure (as stated herein) and does not necessarily imply or denote agreement with the evaluative content therein.

B. The following applies to all evaluations of any administrator:

1. All evaluations of administrators must be signed by the evaluator.

2. Each administrator evaluated by subordinates shall request and receive a copy of all evaluations completed and signed by his subordinates.

3. An administrator shall have the opportunity to review all evaluations of himself and the opportunity to respond to state his position in writing prior to any evaluation being placed in personnel file.

C. Informal evaluation is encouraged.

Procedure:

Each administrator may request informal oral evaluation session(s) with his immediate supervisor at interval(s) of at least three months from each other and from the formal annual evaluation interview.

D. The system of administrative evaluation shall be reviewed no later than September 30, by the MCAAP and their recommendations transmitted to the President for his reactions and recommendations for the establishment and implementation by October 30.

ARTICLE X CIVIC RESPONSIBILITIES

When the administrator speaks or writes as a citizen, he shall be free from institutional censorship and discipline. The administrator bears the responsibility to clarify the fact that he speaks or writes as an individual and not on the behalf of the institution.

ARTICLE XI ADMINISTRATIVE SERVICE COMMITTEE

A. An Administrative Service Committee shall be established with such functions as are described below reserved to it.

1. The Macomb College Association of Administrative Personnel shall be represented on the committee by the Chairman of MCAAP and two others appointed by him.

2. The Board of Trustees shall be represented on the committee by the President and the Director of Labor Relations.

ARTICLE XI ADMINISTRATIVE SERVICE COMMITTEE (Concluded)

B. Functions: The Administrative Service Committee shall provide the context in which clarification of the intent of these Policies and Procedures shall occur. Issues arising between MCAAP and the Board which are not covered by the various Articles and provisions of the Policies and Procedures shall also be considered by the Administrative Service Committee. The deliverations and determinations of the Administrative Service Committee shall not preclude the implementation of the Due Process Procedure, nor limit the proper authority of the Board or MCAAP.

C. Procedures:

Meetings of the Administrative Service Committee may be called by either party upon written notification to the other.

ARTICLE XII COMPENSATION

Each administrative position shall be assigned a salary grade reflecting the relative level of administrative duties and responsibilities for the position.

A. Newly hired administrators shall be assigned a salary from Appendix A consistent with the grade of the administrative positions and consistent with appropriate experience credit.

B. Each administrator shall receive a salary increment of $750 annually during the term of this agreement until the maximum salary of his respective grade level is reached.

C. Minimum and maximum salaries of each grade level are listed in Appendix A for the 1974-75 fiscal year. For the 1975-76 and 1976-77 fiscal years, minimum and maximum salaries shall be increased by 6% per year.

D. Each administrator shall receive a salary improvement factor of 6% annually during the life of this agreement.

E. In case of promotion, the new salary assigned shall not be less than the salary that would have been obtained if promotion had not taken place.

ARTICLE XIII LEAVES OF ABSENCE

A. Non-Compensable

An administrator, upon the recommendation of the President, and approval of the Board of Trustees, may be granted a leave of absence without compensation. These leaves may be granted for either personal or professional reasons, and where possible the position to which the administrator will return shall be determined at the time the leave is granted.

ARTICLE XIII LEAVES OF ABSENCE (Continued)

A. Non-Compensable (Concluded)

Procedure:

An administrator requesting a leave of absence shall submit his request in writing to his immediate supervisor, with sufficient copies for the line officers and the Personnel Director. This request shall include the reasons for the leave of absence and the term of the leave.

Modifications of the term of the leave may be granted, if the request is submitted in writing, upon the recommendation of the President and the approval of the Board of Trustees.

The employment of an administrator who does not return to the service of Macomb County Community College at the approved time may be considered terminated if an extension has not been granted.

An administrator who accepts a leave in excess of fifteen weeks as provided for in Article IV, may be entitled to return to the administrative position he held.

B. Compensable Leaves

1. Professional Growth Leaves - An administrator, upon recommendation of the President and the approval of the Board of Trustees may be granted a Professional Growth Leave with compensation. Such leaves may be employed to permit administrators to serve on local, state, federal and association committees/commissions; to enroll in special seminars, workshops or courses; or to engage in other activities which lead to improved professional administration or to an enhancement of the stature of the institution.

   The total number of weeks to be allocated in any one contract year shall be thirty-six (36).

   Conditions for leave:

   a. No loss of pay, benefits, or status. The College will pay the administrator the differential between his regular pay rate and that paid by the local, state, federal or association committee/commission.

   b. Return to same administrative position.

   c. Number, length, and nature of short duration leaves to be determined as needed by the Cabinet with the approval of the President.

   d. The plan for compensable, professional growth leaves submitted to MCAAP shall include:

      (1) Plan for satisfactory administration of unit involved.

ARTICLE XIII LEAVES OF ABSENCE (Concluded)

B. Compensable Leaves (Concluded)

1. Professional Growth Leaves (Concluded)

d. (2) Detailed plan of work for period of leave.

(3) Provisions for review of progress.

(4) Statement of how the leave will benefit the institution.

2. Sick Leave - Each administrator shall be credited with one sick day per month of employment with MCCC, with a maximum accumulation of (30) thirty sick days. No administrator shall lose sick days accumulated prior to the date of approval of these policies.

3. Personal Business - Each administrator shall be allowed up to five (5) personal business days per year, non-accumulative.

4. Bereavement Leave - Each administrator shall be allowed up to five (5) days bereavement leave, non-accumulative, in the case of the death of an immediate relative.

5. Professional Business - Each administrator is encouraged to represent the institution at appropriate conferences, seminars, workshops, etc. The necessary funds for resulting expenditures will be reimbursed when such conferences have been approved by his line administrator. No administrator shall be expected to use personal funds for College business.

6. Absences - Each administrator is responsible for reporting to his immediate supervisor in accordance with published procedure.

7. Jury Duty - An administrator who is required to perform jury duty shall receive the differential between the administrator's rate of pay and that paid for jury duty. The College shall have the opportunity to request the court to excuse the administrator from jury duty after consultation and agreement between the cabinet officer and the administrator.

ARTICLE XIV FRINGE BENEFITS

Fringe benefits enumerated here represent the total fringe benefits program provided administrators by the Board of Trustees during the life of these Policies.

A. Vacations

Each administrator shall be granted twenty-five (25) vacation days per year, and a maximum of forty-five (45) days may be accumulated. If an administrator leaves the institution or returns to faculty status, he shall be paid for the unused portion at his current salary to the maximum of forty-five (45) days.

ARTICLE XIV FRINGE BENEFITS (Continued)

B. Holidays

Administrators shall observe the following holidays:

Day before New Year's Day	Labor Day
New Year's Day	Day after Thanksgiving
Good Friday	Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas

Should any of these holidays fall on Saturday, the preceding Friday shall be considered a holiday. If they fall on Sunday, the following day shall be observed as a holiday.

Whenever state or federal statute requires that any of such holidays be observed on a day or date other than as set forth above, holidays shall be observed on the day or date prescribed by state or federal statute, whichever is controlling.

C. Medical Insurance

1. The Board shall provide for all administrators and their dependents health insurance provided by Michigan Blue Cross/Blue Shield Comprehensive Hospital Semi-private MVF-2 with Master Medical plus Riders OB, ML, and IMB, or comparable plan mutually agreed to through the Service Committee.

2. The Board will make monthly contributions for the following month's coverage on behalf of each subscribing administrator, while he is on the payroll toward the cost of the hospital-surgical-medical coverage described above equal to the full subscription rate on premium charge for the classification or coverage to which the administrator shall have subscribed according to his marital status and the number of dependents, provided that such coverage is not in excess of the coverage described in the next paragraph.

3. The coverage for which the Board will contribute under the foregoing may be at the administrator's option, protection for (1) self alone, or (2) self and family, including only spouse and eligible children.

4. There shall be no interruption in Blue Cross/Blue Shield coverage for those administrators already enrolled. For those newly enrolling coverage shall go into effect after the Blue Cross/Blue Shield prescribed waiting period.

5. All administrators and their families covered under the basic plan with Blue Cross/Blue Shield are eligible for Blue Cross/Blue Shield prescription allowance or comparable plan as mutually agreed to through the Service Committee. A maximum fee of $1.25 will be charged for each drug or prescription obtained at a BC/BS participating pharmacy.

ARTICLE XIV FRINGE BENEFITS (Continued)

D. Life Insurance - Administrator Non-Contributory

The Board shall continue to provide life insurance protection as detailed in the Group Insurance Plan of the Prudential Insurance Company of America, or comparable plan as mutually agreed to with the Service Committee. Such insurance shall be in the amount three times the administrator's annual salary.

E. Dental Insurance

The Board shall provide dental insurance for all administrators and their dependents who qualify giving benefits no less than Prudential Insurance Company's Dental Plan for Class A and Class B and Orthodontic benefits with the $50 deductible, or comparable plan as mutually agreed to through the Service Committee.

F. Workmen's Compensation

The Board shall carry Workmen's Compensation Insurance so that an administrator disabled from an injury or disease due to his employment may receive medical attention and weekly benefits while losing pay. Such insurance shall cover all benefits required by Michigan's Workmen's Compensation Act. In the event an administrator is entitled to benefits under the Workmen's Compensation Act, the administrator may exercise the option of being paid the difference between the benefits he received under Workmen's Compensation and 65% of the administrator's current annual contract salary out of his accumulated sick leave allowance and/or vacation days, which shall be prorated reduced.

G. Public Liability Insurance

The Board shall provide Professional Public Liability Insurance in the amount of $200,000 per administrator covering services rendered during the course of employment.

H. Annual Medical Examination

An annual medical examination (on an out-patient basis) shall be provided by the Board for each administrator covered by these policies and procedures. Such examination shall be subject to $100 maximum yearly payment.

I. Tuition

1. Each administrator is eligible for full tuition and fee reimbursement for courses taken for credit at Macomb County Community College.

2. The Board of Trustees will establish a fund in the amount of $100 per administrator per year, which will be known as "Administrators' Tuition Fund". Each administrator is eligible to draw up to $300 per year for tuition for credit courses successfully completed. If the fund is exhausted, reimbursement for administrators shall be on a pro-rated basis. Any monies left over in the fund not already committed will revert to the general fund on June 30 of each year.

ARTICLE XIV FRINGE BENEFITS (Continued)

J. Short and Long-Term Disability Insurance - Administrator Non-Contributory

1. Sickness and Accident Insurance

The Board shall continue to provide short-term Sickness and Accident Insurance. Disability benefits may commence upon the exhaustion of sick leave days up to twenty (20) days or accumulated sick leave days, whichever occurs first, but no sooner than the sixth (6th) day of absence. This insurance shall apply to absence from work because of illness, accident or hospitalization. Benefits continue through the thirteenth week or end of disability, whichever occurs first.

2. Long Term Disability

The Board shall continue to provide long-term disability insurance in the amount of 65% of the administrator's basic contract salary. Disability benefits shall commence the fourteenth week of total disability and continue for the period of total disability or to age 65 whichever occurs first. During the time of total disability there shall be excluded from the non-duplication offset any Social Security Benefits in excess of those in effect at the time of disability.

K. Accidental Death and Dismemberment Insurance - Administrator Non-Contributory

The Board shall continue to provide accidental death and dismemberment insurance as detailed in the Group Insurance Plan of the Prudential Insurance Company of America. Insurance to $15,000.

L. Administrator Non-Contributory Investment Plan

Procedure:

An amount as determined by the following table, shall be provided by the College for each administrator covered by these policies:

Years Issued an Administrator Contract at MCCC previous to Nov. 1969	Percent of Salary
1st Year	2%
2nd Year	3%
3rd Year	4%
4th and each succeeding Year	5%

Years Issued an Administrator Contract at MCCC after Nov. 1969	Percent of Salary
3rd Year	2%
4th Year	3%
5th Year	4%
6th and each succeeding Year	5%

ARTICLE XIV FRINGE BENEFITS (Continued)

M. Optical Insurance

The Board shall provide optical insurance to all administrators and their dependents who qualify giving benefits no less than Prudential Insurance Company's Optical Plan as outlined in Prudential's Proposal of May 13, 1971. Costs for the optical exam and glasses not covered by the plan shall be considered part of the annual medical exam (Article XIV). This will apply only to the administrator and not to dependents who qualify for optical insurance.

N. Cost-of-Living Allowance

Effective as of July 1, 1974 a cost-of-living allowance shall be established, computed, and paid as hereinafter set forth.

1. Index Used for Computing Cost-of-Living Allowance

The cost-of-living allowance shall be computed on the basis of the Consumer's Price Index for Urban Wage Earners and Clerical Workers which is published by the Bureau of Labor Statistics, Department of Labor (1967 = 100), and hereinafter referred to as the Index. The Consumers' Index for the month of July 1, 1974 is 147.1.

2. When Cost-of-Living Allowance Shall Be Computed

The amount of cost-of-living allowance shall be computed quarterly from the month of July 1, 1974 through June 30, 1975, and recomputed quarterly from the month of July 1, 1975 through June 30, 1976 and recomputed quarterly from the month of July 1, 1976 through June 30, 1977.

3. When Cost-of-Living Allowance Shall Be Paid

The cost-of-living allowance shall be paid quarterly according to the following schedule:

QUARTER	PAID
July 1, 1974 - September 30, 1974	1st pay date in November 1974
Oct. 1, 1974 - December 31, 1974	1st pay date in February 1975
Jan. 1, 1975 - March 31, 1975	1st pay date in May 1975
April 1, 1975 - June 30, 1975	1st pay date in August 1975
July 1, 1975 - September 30, 1975	1st pay date in November 1975
Oct. 1, 1975 - December 31, 1975	1st pay date in February 1976
Jan. 1, 1976 - March 31, 1976	1st pay date in May 1976
April 1, 1976 - June 30, 1976	1st pay date in August 1976
July 1, 1976 - September 30, 1976	1st pay date in November 1976
Oct. 1, 1976 - December 31, 1976	1st pay date in February 1977
Jan. 1, 1977 - March 31, 1977	1st pay date in May 1977
April 1, 1977 - June 30, 1977	1st pay date in August 1977

ARTICLE XIV FRINGE BENEFITS (Continued)

N. (Concluded)

4. How Cost-of-Living Allowance Shall Be Computed

The cost-of-living Index figures shall be determined and redetermined quarterly from, and including, July 1, 1974 (June Index) through June 1975 and from, and including, July 1 1975 (June Index) through June 1976 and from, and including, July 1, 1976 (June Index) through June 1977. The Index figures for July 1, 1974 and redetermined for July 1, 1975 and July 1, 1976 shall be used as the base from which each quarterly computation is made. For each 0.4 change in the Index, either upward or downward, there shall be a corresponding adjustment in the cost-of-living allowance equal to eight (8) dollars per quarterly period. However, a decline in the amount of the Index below the Index for the July 1, 1974 and/or July 1, 1975 and/or July 1, 1976 date from which computations are based shall not result in any decrease in Employee's salary or compensation.

5. No Subsequent Adjustments Shall Be Made in Cost-of-Living Allowance

Once the cost-of-living allowance for any quarterly period has been computed, no adjustments, either retroactive or otherwise, shall be made in the amount of allowance as a result of any revision which may thereafter be made in the published figures of the Index.

6. Cost-of-Living Allowance and New Employees

Employees entering the employ of the College during any quarter shall receive cost-of-living allowance for that quarter but not for any previous quarter. Such Employees' cost-of-living allowance shall be computed quarterly from the month beginning the quarter in which he/she commenced employment with the College. Furthermore, this month shall be used as the base month from which each quarterly computation of his/her cost-of-living allowance for the remainder of that year shall be computed.

7. Cost-of-Living Allowance and Employees Leaving the College

Employees who leave the College due to leave of absence, layoff, resignation, dismissal, or otherwise shall receive cost-of-living allowance up to and including the quarter during which they temporarily or permanently left the employ of the College.

8. Conditions for Continuance of Cost-of-Living Allowance

The continuance of the cost-of-living allowance shall be contingent upon the availability of the Index in its present form.

ARTICLE XIV FRINGE BENEFITS (Concluded)

O. The Board shall provide to administrators while on leave as specified below the following insurance coverages for the periods indicated:

1. An administrator on Professional Growth Leave shall be provided with Life, Long-Term Disability and Health Insurance coverages as described above for the period of leave.

2. Administrators on extended Health Leave shall be provided with Life, Long-Term Disability and Health Insurance coverages as described above. The Board shall require a statement from a physician attesting to the administrator's inability to work.

3. The liability of the Board shall be specifically limited to the Provisions of 1 and 2 above. Extensions of leave shall not extend these coverages. Administrators on other forms of Personal and Professional Leaves may elect to continue under the College Health Insurance at the administrator's expense subject to the limitations of the terms of the insurance contract.

ARTICLE XV MACOMB COLLEGE ASSOCIATION OF ADMINISTRATIVE PERSONNEL - BOARD OF TRUSTEES RELATIONSHIP

The elected Macomb College Association of Administrative Personnel shall be so constituted as to represent campuses, as well as the district administrators. It shall be the function of this committee to define and represent the viewpoint of the administrative body covered by these policies.

A. The Chairman of the Macomb College Association of Administrative Personnel shall be furnished with one copy of the agenda of each public meeting of the Board with all non-confidential attachments at the same time regular distribution is made.

B. Items requested by the Chairman of the Macomb College Association of Administrative Personnel shall appear on the Board agenda provided written notification of the nature of such items is submitted to the College President's Office by noon, Wednesday, preceding a regularly scheduled meeting.

C. MCAAP - Board arrangements described above shall not preclude appearances by administrators acting on their own behalf on issues other than wages, hours, working conditions, or matters subject to the Due Process Procedure before the Board in the manner prescribed below:

ARTICLE XV MACOMB COLLEGE ASSOCIATION OF ADMINISTRATIVE PERSONNEL - BOARD OF TRUSTEES RELATIONSHIP (Concluded)

C. (Concluded)

1. The administrator shall submit a written statement to the President of the College detailing the nature of the item(s) to be presented at least ten working days prior to the regular meeting date. The administrator may also submit a copy to the Chairman of the MCAAP if he so chooses.

2. The administrator shall be notified of the time and place to appear before the Board at least five (5) working days prior to the meeting.

D. The MCAAP shall be responsible for an annual review of administrative policies and procedures including wages, fringe benefits, working conditions and matters relating to professional development.

E. Special Studies - When committees are formed to study administrative salaries, a system for grading administrative positions, or policies relating to administrative rules, authority, and responsibility, it is recognized that representation from the Macomb College Association of Administrative Personnel will be included on such committees.

Outside, independent management consultants may be called upon to assist in these studies subject to Board approval.

F. Dues Check-Off - Upon notification from the Association Treasurer the College will deduct the amount of dues specified from the employee's payroll check.

ARTICLE XVI DUE PROCESS PROCEDURE

Whenever a dispute arises between an administrator or group of administrators and the Board of Trustees or one of its agents concerning the application or interpretation of any of the policies and procedures set forth, such dispute shall be handled in accordance with the following:

A. The administrator who feels that the policies have been violated misinterpreted, misapplied or not interpreted shall voice his feelings to the administrator who has violated said policies or to the grievant's cabinet level officer within thirty (30) days after the date the events occurred which formed the basis of such dispute or disagreement. An attempt at resolving the difference shall be immediately made within ten (10) working days.

B. If the concern is not resolved as outlined in A, the matter shall be submitted to the Macomb College Association of Administrative Personnel by the grievant within two (2) working days. The matter shall be submitted to the Macomb College Association of Administrative Personnel in writing, and the Macomb College Association of Administrative Personnel shall within fifteen (15) working days make a determination in writing as to whether or not the matter has merit and should be processed further.

ARTICLE XVI DUE PROCESS PROCEDURE (Concluded)

B. (Concluded)

In the event that the Macomb College Association of Administrative Personnel shall determine that the matter submitted as above described has no merit, the Macomb College Association of Administrative Personnel shall take no further action. The aggrieved administrator, however, has the right to pursue his grievance independently on his own behalf to arbitration. In the event the Macomb College Association of Administrative Personnel shall determine that the matter has mreit, then the matter shall be submitted to a meeting of the Macomb College Association of Administrative Personnel and a representative of the Board of Trustees who shall be the President or his designee.

C. If the determination of the President or his designee does not resolve the matter within fifteen (15) working days after the submissions by the Macomb College Association of Administrative Personnel, the Macomb College Association of Administrative Personnel may request that the dispute be submitted to final and binding arbitration by notifying the President in writing of its desire to submit the unresolved matter to arbitration. After receipt of written notification the President or his designee shall meet with the Macomb College Association of Administrative Personnel and select a mutually acceptable arbitrator or one from the list of the American Arbitration Association who shall be empowered to make a final and binding decision. The arbitrator shall have the power to make a determination in the matter but shall not have the power to add to, subtract from or otherwise modify any of the Policies and Procedures for Administrators. The expenses of such arbitration shall be paid one-half by the College and one-half by the Macomb College Association of Administrative Personnel. Each party shall make arrangements for the expenses of such consultants and witnesses as they may retain.

D. It shall be the obligation of the arbitrator to make a reasonable effort to rule on cases within thirty (30) days after final hearing and said decision shall be final and binding upon the Board of Trustees and the Macomb College Association of Administrative Personnel.

ARTICLE XVII SENIORITY AND LAYOFF

A. Basis of Seniority

Seniority shall be earned and applied on a District-wide basis. Seniority shall consist of all years of full-time employment at the college as an administrator.

B. Staff Reductions

Whenever it is necessary to decrease the size of the administrative staff, or to effect a reorganization due to insufficient funds, substantial decrease of student population, natural disaster, or other reasons beyond the control of the college, the Board, upon recommendation of the President, may cause the necessary number of administrators to be laid-off without pay, but only in inverse order of their seniority.

C. No administrator may be laid-off during the term of his individual contract.

ARTICLE XVIII TERMINATION AND MODIFICATION

A. This agreement shall be effective as of July 1, 1974 and shall continue in full force through June 30, 1977, subject to conditions set forth herein.

B. Either party may give written notice to the other of its desire to negotiate no later than February 1, 1977, but not prior to January 1, 1977

C. Collective bargaining meetings between the Board and MCAAP may be called during the term of the agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the agreement, but in no case shall these modifications or amendments become final until they have been ratified by the Board and the Macomb College Association of Administrative Personnel.

D. Any amendments that may be agreed upon during the life of this agreement shall become and be a part of this agreement without modifying or changing any other terms of this agreement.

IN WITNESS WHEREOF, THE SAID PARTIES HAVE CAUSED THIS DOCUMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS THE YEAR AND DAY FIRST ABOVE WRITTEN.

COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB

By _____

MACOMB COLLEGE ASSOCIATION OF ADMINISTRATIVE PERSONNEL

By _____

APPENDIX A

ADMINISTRATIVE SALARY RANGES
1974-75

GRADE	MINIMUM	MAXIMUM
I	$22,000	$33,500
II	$20,000	$30,750
III	$18,000	$28,000
IV	$17,000	$26,650
V	$16,000	$25,250

APPENDIX B

ADMINISTRATIVE POSITIONS

District

Administrative Assistant to the President
Dean of Administration
Business Administrator
Director of Personnel
Assistant Director of Personnel
Dean of Continuing Education
Coordinator of Cultural Affairs
Coordinator of Community Services
Coordinator of Public Information
Coordinator of Instructional Research
Coordinator of Community Research
Controller
Director of Information Systems
Physical Plant Planner

South Campus

Dean of the Campus
Administrative Assistant to the Campus Dean
Business Manager
Dean of General Education
Dean of Learning Resources
Dean of Occupational Education
Dean of Student Services
Director of Communications
Director of Humanities
Director of Math and Science
Director of Athletics and Physical Education
Director of Audio-Visual Resources
Director of Social Sciences
Director of Plant Operations
Director of Programmed Instruction
Director of Applied Technology
Director of Business
Director of Design Technology
Director of Mechanical Technology
Director of Admissions
Director of Counseling
Director of Placement and Financial Aids
Director of Registration
Director of Student Activities
Director of Student Union

APPENDIX B
(Concluded)

Center Campus

Dean of the Campus
Administrative Assistant to the Campus Dean
Business Manager
Dean of Instructional Resources
Dean of Occupational Education
Dean of General Education
Dean of Student Services
Coordinator of Library Services
Coordinator of Audio-Visual Resources
Chairman of Business and Office Occupations
Chairman of Allied Health Programs
Chairman of Public Service Programs
Coordinator of Nursing
Coordinator of Culinary Arts
Chairman of Communications
Chairman of Humanities
Chairman of Math and Science
Chairman of Social Sciences
Chairman of Physical Education
Director of Registration and Admissions
Director of Counseling and Placement

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UNIVERSITY OF CALIF.
LOS ANGELES

MAY 2 1975

CLEARINGHOUSE FOR
JUNIOR COLLEGE
INFORMATION